by the statement that "whether or not the defendant, as he alleges, had never heard the complainant's song, when he wrote his chorus, the chorus certainly is an infringement, and the complainant under his copyright is entitled to protection." Perhaps the latter rule is justifiable since the invention and introduction of the so called "ragtime music," which has called forth a flood of composition greater than any other style of melody yet known to the musical world. It might also tend to uplift this grade of music by discouraging needless repetition and "monotonous similarity," as was aptly said in the principal case.

DAMAGES.—BREACH OF CONTRACT.—The plaintiff entered the defendant's bathing establishment, purchased a proper ticket entitling her to the use of a bathing suit, a bath house and the privilege of bathing in the surf on the beach in front of defendant's premises, and, while waiting in line for her suit and key, was wrongfully and roughly removed from the line by one of defendant's servants. She brought an action for damages on the contract evidenced by her ticket and assigned, as elements to be considered in awarding her compensation for the breach, her rough treatment, injured feelings and humiliation. *Held,* on principles analogous to those governing the obligations of carriers and inn keepers, that the indignity and disgrace suffered by the plaintiff were properly considered as elements of damage. *Aaron* v. *Ward* (1910), 121 N. Y. Supp. 673.

In the absence of special circumstances the damages for breach of contract are such as may "reasonably be supposed to have been in the contemplation of the parties at the time they made the contract as the probable result of the breach of it." *Hadley* v. *Baxendale,* 9 Exch. Rep. 341; *Ill. Cent. R. Co.* v. *Cobb,* 64 Ill. 128; *Hutchins* v. *Ladd,* 16 Mich. 493; *Devlin* v. *New York,* 63 N. Y. 8; *Levinski* v. *Middlesex Banking Co.,* 92 Fed. 449. The question is not what the plaintiff was forced to pay because of the breach but the value of that for which he paid but did not receive. *Chamberlain* v. *Baltimore etc. R. Co.,* 66 Md. 518; *Dodd* v. *Jones,* 137 Mass. 322; *Turner* v. *McDonald,* 4 Ohio Cir. Ct. R. 397. As a general rule mental anguish and distress disconnected with physical injury cannot be made the basis of a recovery in actions *ex contractu. Connell* v. *Western Union Telegraph Co.,* 116 Mo. 34, 38 Am. St. Rep. 575, 20 L. R. A. 172; *Wilcox* v. *Richmond Etc. R. Co.,* 52 Fed. 264, 17 L. R. A. 804. But compensatory damages for indignity and disgrace suffered at the hands of a railroad employee have been allowed, *Gillespie* v. *Brooklyn Heights R. Co.,* 178 N. Y. 347, 66 L. R. A. 618, 102 Am. St. Rep. 503. The same is held in the case of inn keepers. *DeWolf* v. *Ford,* 193 N. Y. 397, 21 L. R. A. (N. S.) 860, 127 Am. St. Rep. 968. And in some other exceptional cases where the alleged breach practically amounts to a wilful tort such damages have been allowed as "flowing naturally" from the breach under the rule announced in *Hadley* v. *Baxendale,* supra. *Wells etc. Express Co.* v. *Fuller,* 4 Tex. Civ. App. 213; *Larson* v. *Chase,* 47 Minn. 307, 14 L. R. A. 85, 28 Am. St. Rep. 370; *Smith* v. *Leo,* 92 Hun 242, 36 N. Y. Supp. 949; *Joseph* v. *Bidwell,* 28 La. Ann. 382, 26 Am. Rep. 102; *Horney* v. *Nixon,* 213 Pa. St. 20, 1 L. R. A. (N. S.) 1184.